



City & Guilds International General Terms

Version 1.1, September 2016

1. Definitions:

Defined terms in the General Terms have the same meaning as those in section 1.3 of this Centre Guide. In addition, for the purposes of these General Terms:

Africa Region	South Africa and any other country as determined by City & Guilds;
Annual Fees	the total fees paid by a Centre in each Financial Year;
Approval Date	the date of Centre Approval;
Approval Fees	the fees charged by City & Guilds to the Centre as part of the Centre Approval and Qualification Approval process;
Assessment Materials	any materials in whatever format provided to the Centre for the sole purpose of assessment of a Learner;
Centre	a centre, satellite centre and/or a training provider that has been approved by, or receives recognition from, City & Guilds;
Centre Approval	the approval conferred by City & Guilds to confirm that the centre has met the overall quality assurance standards required by City & Guilds in order to deliver the Qualifications;
Centre Guide	the document issued by City & Guilds entitled "Working with City & Guilds – International Centre Guide" as updated from time to time by City & Guilds;

City & Guilds Materials	any materials in whatever format (excluding any Assessment Materials) provided to the Centre by City & Guilds for the sole purpose of teaching a Learner;
Confidential Information	any information of either City & Guilds (or its Group Companies) or the Centre relating to trade secrets, plans, intentions, product information, know-how, financial information or affairs communicated in any form which is marked as confidential or might reasonably be considered to be confidential in nature;
Customer Service Statement	the defined service levels published periodically by City & Guilds as updated and amended from time to time;
Fees	the fees charged by City & Guilds to the Centre as set out in the charges list as published periodically by City & Guilds;
Financial Year	(in relation to Centres in the Africa Region) the period of 12 months starting on 1 January and (in relation to other Centres) the period of 12 months starting on 1 September;
Group Company	The City and Guilds of London Institute, the Institute of Leadership & Management or any company which is a subsidiary of The City and Guilds of London Institute or City and Guilds International Limited

Intellectual Property Rights	all rights in and to inventions (whether patentable or not), patents, designs (both registered and unregistered), copyright, database rights, rights in computer software, trade and service marks (both registered and unregistered) and any other intellectual property right or sui generis rights, together with all rights to the grant of and applications for the same and the right to issue proceedings for passing off, and including all similar or analogous rights throughout the world and all future rights of such nature;	Sensitive Learner Data	data about a Learner's racial or ethnic origin, political opinions, religious or similar beliefs, trade union membership, physical or mental health or condition or sexual life, or details of any offences alleged or committed; and
Learner	an individual who is registered with City & Guilds to undertake learning;	Territory	any country or defined region in which the Centre is approved by City & Guilds to operate.
Learner Data	data relating to a Learner who can be identified from that data including Sensitive Learner Data.		
Minimum Fees Threshold	the annual minimum spend as set out in the charges list as published periodically by City & Guilds;		
Qualification	a City & Guilds programme of study for which City & Guilds has approved the Centre;		
Qualification Approval	the approval conferred by City & Guilds to confirm that the Centre has met the standards required by City & Guilds for the delivery of a Qualification or group of related Qualifications including the conduct of examinations and/or assessment of practical competencies;		
Satellite	a training centre or campus which is associated with a Centre and which is considered part of the Centre for approval and quality assurance purposes;		

2. The agreement

- 2.1. The agreement between City & Guilds and the Centre consists of
- the Centre Guide (including the General Terms); and
 - the policies, procedures and regulations of City & Guilds.
- 2.2. If there is any conflict between the General Terms, the Centre Guide or the policies, procedures and regulations of City & Guilds, the conflict shall be resolved in accordance with the order of precedence set out in clause 2.1.
- 2.3. Clause, schedule and paragraph headings shall not affect the interpretation of this agreement. A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality). Words in the singular shall include the plural and vice versa.

3. Term

- 3.1. The agreement between City & Guilds and the Centre shall start on the Approval Date and shall continue in force unless and until terminated in accordance with clause 13.

4. Obligations of the Centre

- 4.1. The Centre shall:
- comply at all times with standard policies, procedures and regulations published/adopted by City & Guilds relating to Centre Approval and Qualification Approval from time to time updated

and notified to the Centre including the Code of Conduct and the policies and procedures set out in section 5 of the Centre Guide, and the quality assurance requirements set out in section 3 of the Centre Guide.

- upon reasonable request provide to City & Guilds, its Group Companies, relevant regulators and/or government authorities in a timely manner and at no charge: (1) any information and data, including Learner Data that City & Guilds asks for in order to check that the Centre has complied or is complying with its obligations; and (2) access to the Centre's premises;
- immediately disclose in writing to City & Guilds any conflict of interest which arises or may arise between its status as an approved centre of City & Guilds and any other activities it may undertake;
- take all reasonable steps to identify and minimise the risk of the occurrence of any incident of any malpractice and inform City & Guilds immediately on becoming aware of any such malpractice;
- remain at all times responsible to City & Guilds for any malpractice involving Centre staff and/ or Learners;
- comply at all times with all relevant legislation and directives relevant to its obligations under this agreement in the Territory;
- **not** hold itself out as in any way legally entitled to bind City & Guilds or enter into any contractual obligation on behalf of City & Guilds;
- **not** sub-contract to any third party all or any part of its obligations under this agreement except as authorised in writing by City & Guilds and, in relation to any sub-contract, remain liable at all times to City & Guilds for the acts, errors, or omissions of any such sub-contractor;
- **not** offer, accept or receive or agree to give any person or agree to accept or receive from any person any gift or other consideration, which could act as an inducement or a reward for any act or failure to act connected to the activities of the Centre as an approved centre of City & Guilds;

- **not** offer or promote any City & Guilds qualifications for which it has not received Qualification Approval;
- **not** offer the Qualifications at any location other than the Centre or its Satellites without prior written approval from City & Guilds;
- **not** operate an assessment site or subcontract the delivery or assessment of the Qualifications without the prior written consent of City & Guilds, or offer assessment for any of the Qualifications other than at the Centre. If City & Guilds provides consent under this clause, the Centre shall:
 - ensure that each assessment site or subcontractor complies with City & Guilds' policies, procedures and regulations relating to Centre Approval and Qualification Approval;
 - actively monitor compliance by the assessment site or subcontractor with City & Guilds' policies, procedures and regulations relating to Centre Approval and Qualification Approval;
 - remain primarily liable to City & Guilds for the errors and omissions of any such assessment site or subcontractor; and
 - **not** without the prior written approval of City & Guilds offer the Qualifications via an assessment site or subcontractor outside the Territory.

4.3 The Centre hereby warrants and undertakes to City & Guilds that:

- it is free to enter into this agreement and is not bound by or aware of any circumstances which would prevent the Centre from complying with the terms of Centre Approval or Qualification Approval ;
- all information supplied by the Centre for the purposes of Centre Approval and Qualification Approval is genuine and correct;
- it is in compliance and shall remain in compliance with all local laws in the Territory; and

- it shall perform its obligations under this agreement with due care, skill and diligence and shall ensure its personnel have the necessary professional capabilities, qualifications, experience, skills and expertise.

4.4 The Centre will make good any loss (including loss of reputation) which City & Guilds incurs as a result of any action, failure to act, or negligence on the part of the Centre or its Satellites, employees, sub-contractors or agents.

4.5 City & Guilds expects centres to adhere to the below Code of Conduct. We expect centre to be courteous and professional in all communications and to apply this code of conduct in all dealings with City & Guilds and allocated EVs. This Code of Conduct must be adhered to and failure to follow it may affect a centre's approval.

With regards to EVs, this means:

- enabling them to carry out their activities openly and honestly
- providing timely evidence that will enable them to report honestly, fairly and accurately on a centre's assessment and quality assurance provision
- working with them to minimise disruption and bureaucracy
- taking all reasonable steps to ensure their health and safety while on centre premises
- maintaining positive relations and a purposeful dialogue
- raising any concerns about their activity with them, promptly and appropriately
- respecting their right to observe practice and quality assurance, and to talk to staff and Learner as and when they need to
- ensuring EVs are accompanied by centre staff during any activities or interactions with children, young people and vulnerable adults

5. Obligations of City & Guilds

5.1. City & Guilds shall use its reasonable endeavours to:

- deal with the Centre in accordance with its Customer Service Statement and the Centre Guide; and
- provide reasonable guidance and support to the centre on the delivery of Qualifications including the administrative, assessment and quality assurance requirements necessary to ensure compliance with the criteria for Centre Approval or Qualification Approval.
- plan and manage all quality assurance activities for centres, working closely with EVs and Centre Quality Assurance Contact to ensure that our requirements are adhered to
- ensure all City & Guilds staff and EVs adhere to our Safeguarding Children, Young People and Vulnerable Adults Policy

5.2. If City & Guilds' performance of its obligations under this agreement is prevented or delayed by any act or omission of the Centre, its Satellites, agents, sub-contractors or employees, City & Guilds shall not be liable for any costs, charges or losses incurred by the Centre that arise directly or indirectly from such prevention or delay.

6. Fees

6.1. City & Guilds reserves the right to review the Fees and shall notify the Centre in writing of any changes.

6.2. The Centre shall pay any Approval Fees on a non-refundable basis as part of Centre Approval and Qualification Approval and in advance of any visit arrangements being made or approval being granted.

6.3. Unless City & Guilds agrees to grant credit to the Centre under this clause 6.3, the Centre shall pay all Fees (except Approval Fees) in cash (or equivalent) on order. City & Guilds may, at its sole discretion and subject to satisfactory references, provide to the Centre thirty (30) day credit terms for the Fees (except Approval Fees) subject to a maximum credit limit determined by City & Guilds. If so, the Centre shall settle all invoices within thirty (30) days of receipt by bank transfer to the bank account of City &

- Guilts or its nominee as notified to the Centre by City & Guilds. City & Guilds reserves the right to request a deposit from the Centre.
- 6.4. Any and all expenses, costs, and charges incurred by the Centre in the performance of its obligations under this agreement shall be paid by the Centre unless City & Guilds has expressly agreed beforehand in writing to pay such expenses, costs and charges.
- 6.5. If City & Guilds is unable to provide a consultant in the Territory (1) to undertake approval visits for the purposes of Centre Approval or Qualification Approval, (2) to provide the Services, City & Guilds shall provide a consultant from outside the Territory and the Centre shall, in addition to the Fees and as agreed in advance with City & Guilds, reimburse City & Guilds for any expenses (including but not limited to travel, accommodation and subsistence) incurred.
- 6.6. The Fees and any other payments due to City & Guilds under this agreement exclude any applicable VAT or other applicable sales tax which if applicable City & Guilds shall add to its invoices at the appropriate rate.
- 6.7. If the Centre fails to make any payment due to City & Guilds under this agreement by the due date for payment, City & Guilds reserves the right to:
- charge interest on the overdue amount at the rate of 8% per annum above the base rate of the Bank of England. Such interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment;
 - withhold the issue of examination papers and certificates;
 - suspend processing of registrations, results, and certificates; and
 - serve notice of termination of Centre Approval under clause 13 and, if so, for the period from the notice to the date of termination, City & Guilds shall suspend the Centre's right to register new Learners and shall charge the Centre at its standard rates for any services provided to the Centre in relation to those Learners registered with the Centre as at the date of the notice of termination.
- 6.8. The Centre acknowledges that if City & Guilds exercises its rights under clause 6.7, City & Guilds shall have no liability for any loss (whether direct or indirect) incurred by the Centre arising therefrom.
- 6.9. After the first complete Financial Year following the Approval Date, and at a corresponding time in each Financial Year thereafter, City & Guilds shall calculate the Annual Fees paid by the Centre during the preceding Financial Year.
- 6.10. Where the Annual Fees are below the Minimum Fees Threshold, City & Guilds reserves the right to charge the Centre an upfront deposit for the then current Financial Year. Such deposit shall not exceed the Minimum Fees Threshold.
- 6.11. Where City & Guilds reasonably believes the Centre will not meet the Minimum Fees Threshold, City & Guilds reserves the right to charge the Centre an upfront deposit for the then current Financial Year. Such deposit shall not exceed the Minimum Fees Threshold.
- 6.12. If City & Guilds requires an upfront deposit to be made by the Centre, such deposit shall be non-refundable and the Centre shall pay such deposit to City & Guilds within 30 days of receipt of an invoice. Failure to pay an upfront deposit shall entitle City & Guilds to terminate the agreement immediately on written notice under clause 13.2.
- 6.13. Such deposit shall be set off by City & Guilds against all subsequent invoices issued by City & Guilds. If a Centre has paid an upfront deposit and the subsequent Annual Fees are below the Minimum Fees Threshold, City & Guilds shall invoice the Centre the difference between the Annual Fees paid and the Minimum Fees Threshold and shall offset the invoice against the remainder of the deposit.
- 7. Intellectual Property Rights**
- 7.1. The Intellectual Property Rights in and to the Qualifications, the Assessment Materials, the City & Guilds Materials and any other materials provided to the Centre by or on behalf of City & Guilds shall at all times remain the property of City & Guilds.
- 7.2. City & Guilds hereby grants to the Centre a non-exclusive licence to use the City & Guilds Approved Centre words or logo ("**the Trade Mark**") in the Territory on the terms set out below.

- 7.3. The Centre shall only use the Trade Mark:
- in the form provided by City & Guilds;
 - in accordance with any guidelines issued from time to time by City & Guilds;
 - for the purpose of indicating that the Centre is approved by City & Guilds;
 - on printed publications distributed in the Territory and for which no charge is made;
 - on intranet pages or internet websites that are directed at the Territory, free-of-charge to access, and link to **www.cityandguilds.com** (or such other website as City & Guilds may notify in writing),
- and, for the avoidance of doubt, the Centre shall not use the Trade Mark on any certificates produced by it.

- 7.4. The Centre also agrees that it shall
- keep the Trade Mark kept separate from any other trade mark which it owns or is licensed to use;
 - send to City & Guilds immediately, on request, at any time, copies of any items (or links to any websites) on which the Trade Mark is being used;
 - if the Centre uses the Trade Mark on anything which contains any trade mark or copyright information, ensure that the following trade mark notice appears with the other information: "City & Guilds and the City & Guilds logo are trade marks of the City and Guilds of London Institute and are used under licence";
 - immediately inform City & Guilds in writing if it becomes aware of any infringement of the Trade Mark;

- give City & Guilds whatever assistance it reasonably requires in taking any infringement action if City & Guilds, in its absolute discretion decides to take such action;
- **not** use the Trade Mark in any way: (1) which misrepresents the relationship between City & Guilds and the Centre or anyone else; or (2) which brings City & Guilds, any Group Company, or any City & Guilds Group qualifications into disrepute;
- **not** use the Trade Mark in any way or for any purpose other than as set out in this clause;
- **not** make use of any other trade mark belonging to any Group Company unless licensed in writing to do so;
- **not** be entitled to assign, transfer or in any other way dispose of its rights under this clause 7; and
- **not** authorise or sub-license any third party to use the Trade Mark.

7.5. The Centre acknowledges that the City and Guilds of London Institute is the owner of the Trade Mark, the goodwill relating to it and the copyright in the logo, and that the benefit of the use of the Trade Mark by the Centre will belong to the City and Guilds of London Institute.

7.6. City & Guilds reserves the right at any time to withdraw the right to use the Trade Mark (including where the Centre has not complied with this clause, if it is unable to demonstrate an on-going business relationship with City & Guilds or it challenges the validity of the Trade Mark or the rights of City & Guilds in it).

7.7. The licence to use the Trade Mark will lapse automatically on the date: (1) three months after the date of Centre Approval if the Centre has failed to register any Learners in such three months; (2) three months after the date on which a suspension is imposed by City & Guilds for all the Qualification Approvals; (3) three months after the date on which City & Guilds suspends registration and certification for all Qualification Approvals; or (4) upon termination or expiry of Centre Approval.

7.8. Upon termination or expiry of Centre Approval or upon termination of the licence of the Trade Mark under this clause 7, the Centre shall immediately

cease to distribute any items on which the Trade Mark appears, remove it from the Centre's internet or intranet pages, and (if City & Guilds so requires it) destroy any stock in the Centre's possession on which it appears.

8. Use of City & Guilds Materials and Assessment Materials

8.1. City & Guilds hereby grants to the Centre a non-exclusive, non-transferable licence to use the Assessment Materials and the City & Guilds Materials in accordance with this clause 8, provided that the Centre shall:

- *not* sell, or otherwise charge for the use of, the City & Guilds Materials or Assessment Materials;
- *not* sell, or otherwise charge for the use of, the City & Guilds Materials or Assessment Materials;
- *not* alter the City & Guilds Material or Assessment Materials, or use them in a derogatory manner or a misleading context;
- *not* use the City & Guilds Materials or Assessment Materials for any purpose other than as set out in this clause 8 without the prior written consent of City & Guilds;
- make the City & Guilds Materials (but not the Assessment Materials) available in pdf format on an intranet provided that the intranet is only accessible only to the Centre's staff and Learners
- update the City & Guilds Materials and/or Assessment Materials as soon as reasonably possible after notification from City & Guilds of a new edition of the relevant City & Guilds Materials and/or Assessment Materials; and
- ensure that its Satellites, employees, agents and contractors are aware of and comply with the terms on which the City & Guilds Materials and Assessment Materials may be used.

8.2. City & Guilds may terminate the licence to use the City & Guilds Materials and/or Assessment Materials on reasonable written notice to the Centre.

8.3. The Centre may make reasonable copies of the City & Guilds Materials for its Learners provided that it includes the following copyright notice on any such

copies: "Copyright © The City and Guilds of London Institute [date as given in the document concerned].

8.4. In relation to Assessment Materials, the Centre shall:

- at all times use the Assessment Materials solely:
 - in accordance with: (1) the Joint Council for Qualifications Instructions for Conducting Examinations Regulations; (2) the City & Guilds Standard Copying Conditions; (3) and any specific requirements set out in the Handbook for Qualifications;
 - for the purpose of formal, summative assessment leading to the award of credit / qualification and not for any other purpose (including teaching, revision, as practice assessments or for commercial purposes);
- ensure that the Assessment Materials are only accessible to Learners during formal summative assessment;
- ensure that Learner portfolios do not contain the Assessment Materials (unless otherwise stated) although for the avoidance of doubt nothing shall prevent such portfolios from containing assessment results referenced to the assessment;
- not make public, in any format, the Assessment Materials either in part or in full;
- at all times securely handle the Assessment Materials and under no circumstances share them with any third party organisations or individuals;
- not (without the prior written consent of City & Guilds via the EQA), convert the Assessment Material for storage and retrieval in electronic form (including any form of e-assessment or e-learning system); and
- provide access, on request, to City & Guilds to the system(s) on which the Assessment Materials appear.

9. Data Protection

9.1. In dealing with any Learner Data, the Centre must:

- comply with any applicable data protection and/or privacy laws and regulations in the territory where the Centre operates (“**Data Protection Laws**”);
- inform its Learners in writing of the Learner Data that it collects and the purposes for which it is collected;
- obtain the prior written consent of each Learner to the transfer of the Learner Data to City & Guilds for the purposes of quality assurance, confirming assessment results, awarding certificates and informing its regulators and other relevant industry bodies;
- ensure adequate technical and organisational measures are in place to prevent unauthorised access to or loss and/or destruction of the Learner Data and at the request of City & Guilds, provide all necessary information to verify the existence and extent of all such security measures.

9.2. If the Centre receives any complaint, notice or communication which relates directly or indirectly to the processing of Learner Data by City & Guilds or to the Centre’s compliance with any applicable Data Protection Laws, the Centre shall immediately notify City & Guilds and provide City & Guilds with full co-operation and assistance in relation to investigating any such complaint, notice or communication.

9.3. The Centre shall indemnify City & Guilds and all Group Companies for any loss City & Guilds or any of its Group Companies suffer as a result of the Centre’s failure to comply with Data Protection Laws and its obligations under this clause 9.

10. Confidentiality

10.1. City & Guilds and the Centre shall each:

- keep the Confidential Information of the other confidential;

- use the Confidential Information of the other only as strictly necessary to perform its obligations under this agreement;

- **not** (without the other party’s prior written consent) disclose any Confidential Information of the other party except: (1) to its employees, sub-contractors, or professional advisers who need to know such information; or (2) as may be required by law, court order or any governmental or regulatory authority; and

- ensure that its employees, sub-contractors, and professional advisers to whom it discloses the other’s Confidential Information comply with obligations of confidentiality at least equivalent to those set out in this clause.

10.2. Upon termination of this agreement (and therefore Centre Approval) for whatever reason the Centre shall: (1) return to City & Guilds all Confidential Information, reports, papers (including but not limited to photocopies) and other property or any media belonging to City & Guilds which is in its possession or under its control; and (2) **not** retain any copies of any of the information to be returned to City & Guilds.

11. Limitation of Liability

11.1. Nothing in this agreement limits or excludes the liability of City & Guilds for: (1) death or personal injury; (2) fraud or fraudulent misrepresentation; or (3) any other liability for which liability may not by law be limited or excluded.

11.2. Subject to clause 11.1, City & Guilds shall not be liable to the Centre for: (1) loss of profits, business, anticipated savings, goods, or contract; (2) depletion of goodwill and/or similar losses; (3) loss or corruption of data or information; or (4) any special, indirect or consequential, costs, damages, charges or expenses.

11.3. Subject to clauses 11.1 and 11.2, the total liability of City & Guilds to the Centre for any losses, damages, costs, claims, or expenses of any kind arising out of or in connection with this agreement shall not exceed 125% of the Fees paid to City & Guilds in the 12 months immediately preceding the date on which liability arose.

12. Suspension

12.1. City & Guilds may, at its sole discretion, serve written notice to the Centre, suspending Centre Approval and/or any Qualification Approval in relation to the Centre itself and/or one or more of its Satellites for a period of time that City & Guilds deems appropriate if the Centre:

- is in breach of any of the terms of this agreement;
- is subject to any findings of irregularities of malpractice in any of its activities as a Centre (or at an assessment site or subcontractor);
- is subject of any allegations relating to irregularities or malpractice in any of its activities as a Centre (or at an assessment site or subcontractor);
- is the subject of an investigation by City & Guilds into a serious complaint or material breach of any of the terms of this agreement;
- has failed to remedy any actions or sanctions issued by City & Guilds relating to Centre Approval or Qualification Approval within the prescribed time; or
- fails to pay any Fees when due in accordance with clause 6 (except where such charges are subject to a bona fide dispute).

12.2. Upon suspension of Centre Approval or Qualification Approval, City & Guilds may:

- withhold the issue of certificates and/or access to assessment materials; and/ or
- suspend processing of registrations and results.

The Centre acknowledges that if City & Guilds exercises its rights under this clause, City & Guilds shall have no liability for any loss (whether direct or indirect) incurred by the Centre arising therefrom.

13. Termination

13.1. Either City & Guilds or the Centre may terminate this agreement (and therefore Centre Approval) for any reason by providing 3 months' written notice to the other.

13.2. City & Guilds may terminate this agreement (and therefore Centre Approval) immediately on written notice if the Centre:

- is in material or persistent breach of any of the terms of this agreement (including the policies, procedures and regulations of City & Guilds set out in section 5 of this Centre Guide and the quality assurance requirements set out in section 3 of this Centre Guide or as notified to the Centre) and, if capable of remedy, has failed to remedy the breach within thirty (30) days of receiving a notice requiring it to do so, or such reasonable shorter period as specified in the notice;
- has failed to implement an action plan imposed by City & Guilds within agreed timescales;
- has serious deficiencies in the assessment process;
- in the reasonable opinion of City & Guilds, can no longer assure the appropriate level of quality of assessment provision;
- ceases or threatens to cease to trade; or becomes bankrupt or makes any arrangement or composition with its creditors; or goes into liquidation; or has a receiver or manager appointed over its business or any of the property or assets of the business;
- undergoes a change of control;
- or its employees, management or contractors commit or have committed any act of dishonesty or engages or has engaged in any misconduct which in the reasonable opinion of City & Guilds brings or has brought it into disrepute;
- has been subject to suspension of any Qualification Approval for more than 3 months;
- has not registered any Learners with City & Guilds for more than 12 months;

- is subject to any equivalent sanction placed on it by another awarding organisation or regulatory authority; or
- does not comply with any applicable legislation including but not limited to bribery law and competition law provisions.

13.3. City & Guilds may terminate any Qualification Approvals by providing 3 months' written notice to the Centre or immediately on written notice for any reason set out in clause 13.2. Except in relation to the Qualification Approvals that are subject to the termination notice, the agreement shall remain in full force and effect.

14. Effects of Termination

14.1. Upon termination of this agreement (and therefore Centre Approval) for whatever reason the Centre shall:

- provide to City & Guilds as soon as reasonably practical all information it reasonably requires (including names, addresses, email addresses and telephone numbers for Learners) as requested by City & Guilds;
- deliver to City & Guilds within 14 days of the request, the Centre Approval certificate and any databases, records and materials created, compiled and/or obtained by the Centre in connection with this agreement;
- pay to City & Guilds all Fees due and outstanding to City & Guilds under this agreement;
- comply with any requests by City & Guilds that have the purpose of enabling Learners to complete the course they have started; and
- cease to use any trade mark or logo of City & Guilds.

14.2. Any withdrawal or suspension of Qualification Approval and/or Centre Approval or termination of this agreement will also equate to withdrawal, suspension or termination of any Satellites unless otherwise advised by City & Guilds.

14.3. Termination of this agreement for whatever reason shall be without prejudice to the accrued rights, remedies and obligations of either City & Guilds or the Centre.

14.4. On the termination of this agreement, City & Guilds shall use reasonable endeavours to ensure that any Learner registered on or before the termination date are not unfairly prejudiced.

14.5. This clause and clauses 7.1, 9 to 11 and 18.9 shall survive the termination or expiry of this Agreement for whatever reason.

15. Force Majeure

15.1. Neither party shall be liable to each other for any delay or non-performance of its obligations under this agreement to the extent that its performance is interrupted or prevented by anything beyond its reasonable control. Such delay or failure shall not be a breach of this agreement and the time for performance shall be extended by a period equivalent to that during which performance is so interrupted or prevented. City & Guilds are entitled to terminate this agreement immediately by written notice in the case of such delay.

15.2. If such delay or failure persist for 60 days or such shorter period as is reasonable in the circumstances the party not affected may, at its option and if it is reasonable for it to do so, terminate this agreement by giving 14 days' written notice to the other party.

16. Notices

16.1. Any notices required to be given under this agreement, shall be sent either:

- by post which shall be deemed to be received at the start of the seventh business day after posting;
- by commercial courier which shall be deemed to be received on the date of signature of the courier's delivery receipt; or
- by electronic mail, which shall be deemed to be received upon actual transmission, provided that the sender does not receive any indication that the electronic mail message has not been successfully transmitted to and received by the intended recipient.

16.2. If deemed receipt is not within business hours (meaning 09.00 to 17.00 Monday to Friday on a day that is not a public holiday in the place of receipt), the notice is deemed to have been received when business next starts in the place of receipt.

17. Amendments

17.1. City & Guilds may on 30 days' notice to the Centre amend this agreement (including for the avoidance of doubt, the Centre Guide) and the amendment shall become final and binding on the parties unless, during that 30-day notice period, the Centre objects to the proposed amendment and serves written notice on City & Guilds to terminate the agreement.

18. General

18.1. This agreement represents the entire agreement between City & Guilds and the Centre in relation to provision of the status of approved centre of City & Guilds and supersedes and invalidates all prior oral and written communications, understandings, representations or warranties (except those made fraudulently) and City & Guilds and the Centre warrant to each other that they have not relied on any such communications, understandings, representations or warranties in entering into this agreement.

18.2. If any provision of this agreement is found to be invalid, illegal or unenforceable, it shall apply with the minimum modification necessary to make it legal, valid or enforceable and the remainder of this agreement shall not be affected.

18.3. Nothing in this agreement shall be construed as establishing or implying any partnership, joint venture, or any relationship of employment or of principal and agent, between City & Guilds and the Centre.

18.4. The Centre shall not be entitled to assign or otherwise transfer or dispose of this agreement or any of its rights, benefits or obligations under it (including

its status as a City & Guilds approved centre) in whole or in part without the prior consent of City & Guilds.

18.5. City & Guilds shall be entitled to assign or otherwise transfer or dispose of this agreement or any of its rights, benefits or obligations under it in whole or in part to any of its Group Companies.

18.6. No failure or delay by either City & Guilds or the Centre to exercise any power or right under this agreement shall operate as a waiver of it, nor shall any single or partial exercise of such rights or powers preclude any other or further exercise of the right or power.

18.7. Any of the rights or remedies of City & Guilds or the Centre under this agreement may at any time be enforced separately or concurrently with any other rights and remedies whether under this agreement or arising by operation of law with the effect that the rights and remedies are cumulative and not exclusive of each other.

18.8. A person who is not a party to this agreement (including Satellites) shall have no rights to enforce any of its terms.

18.9. This agreement is governed by the Law of England and Wales and the non-exclusive jurisdiction of the Courts of England and Wales provided that City & Guilds shall have the exclusive right to waive this provision and to take action against a Centre in any jurisdiction.